

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS LOCAL 700

**Representing
HOSPITAL POLICE SERGEANTS**

AND

COUNTY OF COOK

ON BEHALF OF

STROGER HOSPITAL

December 1, 2017 through November 30, 2020

Effective upon Approval by the Cook County Board of Commissioners

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

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TABLE OF CONTENTS

PREAMBLE

ARTICLE I Recognition of Bargaining Agent	1
<u>Section 1.1.</u> Recognition of Bargaining Agent	1
<u>Section 1.2.</u> Fair Representation	1
<u>Section 1.3.</u> Union and County Meetings	1
<u>Section 1.4.</u> Union and County Meetings Respecting Health Care:	1
ARTICLE II Management Rights	2
<u>Section 2.1.</u> Management Rights	2
<u>Section 2.2.</u> Changes in Job Specifications/Duties	2
<u>Section 2.3.</u> County Obligations	2
ARTICLE III Personnel Files	3
<u>Section 3.1.</u> Personnel Files	3
<u>Section 3.2.</u> Purge of Personnel/Disciplinary Files	3
<u>Section 3.3.</u> Personnel File Statutes	3
<u>Section 3.4.</u> Evaluations	3
ARTICLE IV Union Security	3
<u>Section 4.1.</u> Union Membership	3
<u>Section 4.2.</u> Dues Check-Off	3
<u>Section 4.3.</u> Union Indemnification	4
ARTICLE V Grievance Procedure	4
<u>Section 5.1.</u> Policy	4
<u>Section 5.2.</u> Definition of Grievance	4
<u>Section 5.3.</u> Grievance Procedure	4
<u>Section 5.4.</u> Impartial Arbitration	5
<u>Section 5.5.</u> Time Limits	6
<u>Section 5.6.</u> Stewards	6
<u>Section 5.7.</u> Union Representatives	6
ARTICLE VI Hours of Work and Overtime	6
<u>Section 6.1.</u> Purpose	6
<u>Section 6.2.</u> Overtime	7
<u>Section 6.3.</u> No Duplication of Overtime Pay	7
<u>Section 6.4.</u> Court Time	7
<u>Section 6.5.</u> Call-Back Pay	7
<u>Section 6.6.</u> Shift Selection	7
<u>Section 6.7.</u> Overtime Distribution	7
<u>Section 6.8.</u> Cook County Overtime Ordinance	8

ARTICLE VII Vacation	8
<u>Section 7.1. Eligibility</u>	8
<u>Section 7.2. Eligibility Year</u>	8
<u>Section 7.3. Vacation Accrual</u>	9
<u>Section 7.4. Vacation Pay</u>	9
<u>Section 7.5. Vacation Preference and Scheduling</u>	9
<u>Section 7.6. Accrued Benefits at Separation</u>	9
<u>Section 7.7. Prior Service Credit</u>	9
ARTICLE VIII Holidays	10
<u>Section 8.1. Regular Holidays</u>	10
<u>Section 8.2. Eligibility</u>	10
<u>Section 8.3. Working Holidays</u>	10
<u>Section 8.4. Holidays and Vacations</u>	11
<u>Section 8.5. Failure to Report</u>	11
<u>Section 8.6. Holiday Pay</u>	11
ARTICLE IX Sick Leave	11
<u>Section 9.1. Sick Pay</u>	11
<u>Section 9.2. Notification of Use of Sick Leave</u>	12
<u>Section 9.3. Medical Leave of Absence</u>	12
ARTICLE X Leave of Absence	12
<u>Section 10.1. Regular Leave</u>	12
<u>Section 10.2. Bereavement Pay</u>	12
<u>Section 10.3. Jury Duty</u>	13
<u>Section 10.4. Election Day</u>	13
<u>Section 10.5. Family Medical Leave Act</u>	13
<u>Section 10.6. Seniority on Leave</u>	13
<u>Section 10.7. Retention of Benefits</u>	14
<u>Section 10.8. Union Leave</u>	14
<u>Section 10.9. Military Leave</u>	14
<u>Section 10.10. Education, Seminars, Tuition Reimbursement and Educational Leave Time</u>	14
ARTICLE XI Insurance	15
<u>Section 11.1. Hospitalization Insurance: Employees Contributions</u>	16
<u>Section 11.2. Disability Benefits</u>	17
<u>Section 11.3. Life Insurance</u>	17
<u>Section 11.4. Pension Plan</u>	17
<u>Section 11.5. Flexible Benefits Plan</u>	17
ARTICLE XII Seniority	17
<u>Section 12.1. Probationary Period</u>	17
<u>Section 12.2. Transfer, Layoff and Recall</u>	18

<u>Section 12.3.</u> Return to Represented Unit	18
<u>Section 12.4.</u> Seniority List	18
<u>Section 12.5.</u> Definition of Seniority	18
ARTICLE XIII Wages	18
<u>Section 13.1.</u> Wage Schedule	18
<u>Section 13.2.</u> Shift Differential	19
<u>Section 13.3.</u> Payback Structure	19
ARTICLE XIV Discipline	19
<u>Section 14.1.</u> Progressive Discipline	19
<u>Section 14.2.</u> Discipline Procedure	19
<u>Section 14.3.</u> Uniform Peace Officer's Disciplinary Act	19
<u>Section 14.4.</u> Pre-Disciplinary Meeting	20
ARTICLE XV Training	20
<u>Section 15.1.</u> Training in General	20
<u>Section 15.2.</u> Range Practice	20
ARTICLE XVI Uniform Allowance	20
<u>Section 16.1.</u> Uniform Allowance	20
<u>Section 16.2.</u> Safety Equipment	21
ARTICLE XVII Miscellaneous Provisions	21
<u>Section 17.1.</u> Ratification and Amendment	21
<u>Section 17.2.</u> Safety	21
<u>Section 17.3.</u> Department Rules and Regulations	21
<u>Section 17.4.</u> Outside Employment	22
<u>Section 17.5.</u> Contracting and Subcontracting of Work	22
<u>Section 17.6.</u> Travel and Meeting Expense Allowances	22
<u>Section 17.7.</u> No Discrimination	22
<u>Section 17.8.</u> Light Duty	22
<u>Section 17.9.</u> Bulletin Boards	22
<u>Section 17.10.</u> Meeting Rooms	23
<u>Section 17.11.</u> Residency	23
<u>Section 17.12.</u> Orientation	23
<u>Section 17.13.</u> D.R.I.V.E.	23
<u>Section 17.14.</u> Recording/GPS/AVL Devices	23
<u>Section 17.15.</u> Use of Benefit Time	23
<u>Section 17.16.</u> Printing Collective Bargaining Unit Contracts	23
ARTICLE VIII No Strike/No Lockout	24
<u>Section 18.1.</u> No Strike	24
<u>Section 18.2.</u> Discipline of Violators	24
<u>Section 18.3.</u> Union Responsibility	24
<u>Section 18.4.</u> No Lock Out	24

<u>Section 18.5.</u> Reservation of Rights	25
ARTICLE XIX Savings Clause	25
<u>Section 19.1.</u> Savings Clause	25
<u>Section 19.2.</u> Impasse Resolution	25
ARTICLE XX Entire Agreement	25
<u>Section 20.1.</u> Entire Agreement	25
ARTICLE XXI Termination	26
<u>Section 21.1.</u> Termination	26
APPENDIX A	
APPENDIX B	
APPENDIX C	

PREAMBLE

THIS AGREEMENT, is entered into by and between Teamster Local 700 (Representing Stroger Hospital Police Sergeants), hereinafter referred to as the "Union," and the COUNTY OF COOK hereinafter referred to as the "County" or "Employer".

ARTICLE I RECOGNITION OF BARGAINING AGENT

Section 1.1. Recognition of Bargaining Agent:

The Employer agrees during the term of this Agreement to recognize the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit:

Included: All full-time employees in the classification Police Sergeant including officers assigned as investigators who hold classification of Police Sergeant and Police Sergeant/Investigator at the John H. Stroger, Jr. Hospital facility.

Excluded: All supervisory, managerial and confidential employees and all other employees of the County of Cook employed at the John H. Stroger, Jr. Hospital Facilities.

Section 1.2. Fair Representation:

The Union recognizes its responsibility as the exclusive bargaining agent of all employees in the bargaining unit and agrees to fairly represent each and every employee regardless of whether they are members of the Union.

Section 1.3. Union and County Meetings:

For the purpose of maintaining communications between labor and management, in order to cooperatively discuss and solve problems of mutual concern, The Union and the County agree to meet quarterly through designated representatives. The Union and County shall designate not more than five (5) representatives to the Labor/Management Committee. The party requesting such meeting shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. A date and location for meeting will be mutually agreed to by the parties.

Section 1.4. Union and County Meetings Respecting Health Care:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1. Management Rights:

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the John H. Stroger, Jr. Hospital Police Department in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine, increase or decrease the budget and all the operations, services, policies, practices and missions of the John H. Stroger, Jr.

Hospital Security Department; to supervise and direct the working forces including the right to utilize working supervisors; to establish the qualifications for employment; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotion; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for cause, in accordance with the Cook County Bureau of Human Resources Rules and Regulations; to determine fitness and training needs and to assign employees to training; to determine and implement internal investigation procedures; to increase or decrease the size of the work force; to take any and all actions as may be necessary to carry out the mission of the Employer and the Department in the event of civil emergency as may be declared by the Director of the John H. Stroger, Jr. Hospital, the Director of the Department or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency; and, to generally carry out the mission of John H. Stroger, Jr. Hospital, provided that all provisions of this Agreement shall be immediately reinstated once the disaster or emergency conditions cease to exist.

Section 2.2 Changes in Job Specifications/Duties:

When requirements for positions are revised and the duties and responsibilities of positions covered by this Agreement remain essentially unchanged, incumbents in these positions who qualified under the previous requirements for the position shall be considered qualified. Any proposed changes in job specifications shall be provided to the Union at least fourteen (14) days prior to the effective date of the change.

Section 2.3. County Obligations:

The Union recognizes the Agreement does not empower the County to do anything that is prohibited from doing by law.

ARTICLE III PERSONNEL FILES

Section 3.1. Personnel Files:

Upon written request to the Hospital's Personnel Office, an employee or his Union representative, (with written authorization from the affected Employee), may inspect his/her personnel file at any time mutually acceptable to the Employee and the County. Copies of materials in the Employee's personnel file shall be provided to the Employee upon request and at the Employee's expense.

Any disciplinary action taken by the Employer against the affected Employee shall be included in the personnel file as well as copies of the Employee's evaluation reports. An Employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file.

Section 3.2. Purge of Personnel/Disciplinary Files:

Upon the request of an employee or of the Union, verbal reprimands will be purged from an employee's record if the employee is free from the same or similar offense for twelve (12) consecutive months. Upon the request of the employee or of the Union, written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for twenty-four (24) consecutive months.

Section 3.3. Personnel File Statutes:

The Employer agrees to abide by the lawful requirements of the "Access to Personnel Records Review Act," set forth in the Illinois Compiled Statutes, 820 ILCS 40/0.01 et. seq.

Section 3.4. Evaluations:

The parties understand that covered Employees will be evaluated on a periodic basis and may be counseled by the Director of the department or his/her designated command staff. Affected Employees will have an opportunity to review all written evaluations, and will also have the opportunity to respond in writing to the evaluation tendered by the Director and/or designated command staffers. All evaluations, along with affected Employee's written response, shall be placed in that affected Employee's personnel file. Copies of the materials in an Employee's personnel file will be available pursuant to the terms and provision of Section 3.1 above.

ARTICLE IV UNION SECURITY

Section 4.1: Union Membership

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure such membership. For purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders a validly executed written membership form to the Employer required as a condition of membership.

Section 4.2: Dues Check-Off

The Employer upon receipt of a validly excepted written authorization card, shall deduct Union dues and fees from the payroll checks of all employees so authorizing the deduction in any amount set by the Union, and shall forward such deductions to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made.

Nothing contained in this Section shall be constructed to mandate membership in the Union or require the payment of dues/fees without authorization from the employee.

The parties acknowledge and agree that the phrase "written authorization" as provided in this Agreement include authorizations created and maintained by use of electronic records and electronic signatures consistent with State and Federal law.

Section 4.3. Union Indemnification:

The Union shall indemnify, and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provision of this Agreement, unless such action is prosecuted or initiated by the Employer(s).

If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee. Nothing in this Article shall require the Employer to deduct Union fines, penalties, or special assessments from the salary of any employee.

The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for Union dues from the salaries of employees who authorize such deductions.

**ARTICLE V
GRIEVANCE PROCEDURE**

Section 5.1. Policy:

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

Section 5.2. Definition of Grievance

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed-upon provisions of this Agreement, the County's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at steps three and four to the County's Chief of Human Resources or his/her designee.

Section 5.3. Grievance Procedure:

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and or/the Union representative within thirty (30) calendar days after the occurrence of the event giving rise to the grievance, or within thirty (30) calendar days after the date when the employee or the Union Steward should have known of the event giving rise to the grievance, in accord with the following procedure:

The steps and time limits of the grievance procedure are as follows:

<u>Step</u>	<u>Time Limit for Step</u>	<u>To Whom Submitted</u>	<u>Meeting</u>	<u>Response</u>
1	30 calendar days	Immediate Lieutenant	10 days	10 days

2	10 calendar days	Dept. Director Designee	10 days	10 days
3	10 calendar days	County H.R. Dept. Designee	30 days	10 days
4	10 calendar days	Arbitration	30 days	10 days

The Union will send copies of grievances appealed or submitted at steps three and four to the County's Chief of Human Resources or his/her designee.

Section 5.4. Impartial Arbitration:

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Chief of Human Resources within ten (10) working days after receipt of the Chief of Human Resources answer in Step Three.

- A. If the parties are unable to agree upon an arbitrator within ten (10) working days after the Employer's representative receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois, Indiana, Michigan, Wisconsin or Iowa. Upon receipt of the panel, the Union shall strike two names and the Employer shall then strike two names, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.
- B. The arbitrator shall be notified of his or her selection and shall be asked to time and a place for the hearing, subject to the availability of the Employer and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.
- C. The arbitrator shall have no power, in his or her decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her as raised and presented in writing at Step One and shall have no authority to make his or her decision on any issue not so submitted. His or her decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented.
- D. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he or she shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law.

Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the Employer or the Board under applicable statutory and case law. Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reporter and a written transcript, if any, shall be divided equally between the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 5.5. Time Limits:

Time limits may be extended by mutual agreement in writing between the Union and the County.

Section 5.6. Stewards:

The Union will advise the County in writing of the names of the stewards or Union representatives for each shift agreed upon with the County and shall notify the County of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards or Union Representatives will be permitted to handle and process grievances in the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

Section 5.7. Union Representatives:

Duly authorized representatives of the Union will be permitted at reasonable times to enter the Hospital for purposes of handling grievances or discipline, or to observe conditions under which employees are working. These representatives will be identified to the Director of the Department/designee in a manner suitable to the Hospital, and on each occasion, will first secure the approval of the Director of the Department or designee to enter the Hospital and conduct their business so as not to interfere with the operation of the Hospital. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Hospital and medical office rules applicable to non-employees.

**ARTICLE VI
HOURS OF WORK, STAFFING AND OVERTIME**

Section 6.1. Purpose:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hour of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hour per day or per week which may be required.

Section 6.2. Overtime:

An employee shall be paid at one and one-half (1 h) times their regular hourly rate of pay for hours worked beyond eight (8) hours in a work day or eighty (80) hours in any regular work period. For purposes of this Article, hours worked shall mean hours actually worked and all authorized paid leave with the exception of sick time.

The Parties agree to a "me too" with Local 238 (patrol officers at Stroger Hospital) as regards the insertion of contract language which concerns any limitation to the working of overtime hours.

Section 6.3. No Duplication of Overtime Pay:

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours working in computing overtime pay under any other provision. The number of hours for which an employee is paid, but which are not worked on a regular holiday, as defined in this Agreement, shall be considered as hours worked for the purpose of computing overtime.

When the occasion for overtime assignment arises as a result of replacement of a bargaining member, it should be distributed in the following manner: when the Department has sixteen (16) hours or less notice, it should be offered to the full-time bargaining unit members who are working at the same time since notice becomes available on the basis of seniority, with the most senior employee having right of first refusal and in descending order to the least senior employee. When the Department has over sixteen (16) hours' notice, the overtime should be offered to the bargaining members on the basis of departmental seniority rotation, provided further that any bargaining unit member who is suspended shall be ineligible for overtime assignment before (10) days.

Employees will be expected to perform any reasonable amounts of overtime work assigned to them but in no case, will an employee be required to work more than 12 consecutive hours, except in an emergency situation. The County shall maintain overtime records which, shall be made available for inspection by the Union.

Section 6.4. Court Time:

An employee who is required by the Employer to be in court while off duty, shall be compensated at one and one-half times his or her regular hourly rate of pay for hours spent on court time, with a minimum of three (3) hours compensated.

Section 6.5. Call-Back Pay:

If an employee covered by this Agreement is called back to work after completion of the regularly scheduled shift, the officer shall receive a minimum of three (3) hours compensation at one and one-half times the officer's straight time rate of pay. It shall not constitute a callback if the officer is required to remain on duty past the officer's regular tour of duty. Whenever an officer is required to report for duty prior to their regular tour of duty it shall be considered a callback only in the event that the hours of work are not continuous with the regular tour of duty.

Section 6.6. Shift Selection:

In the event that an opening occurs within the ranks of the represented unit, the parties acknowledge that the vacancy should be filled in consideration of the operational mission of the Department and the Hospital. However, the vacancy shall be posted on a Union designated bulletin board and the seniority of employees expressing an interest in filling the vacancy shall be given consideration in the final determination of who shall fill that vacancy. Interested employees must notify the Department in writing of their interest in filling the vacancy within seventy-two hours of the posting.

Section 6.7. Overtime Distribution:

In the event that overtime is necessary to fill a sergeant's slot, then, in that event, all eligible sergeants shall be offered that overtime assignment in order of seniority. In the event that a watch commander slot is vacant and overtime is necessary, that slot shall be filled by watch commanders first and if no watch commander is available then said slot shall be offered to sergeants. In each of the above circumstances overtime shall be assigned on a seniority basis.

If no sergeant voluntarily accepts the overtime assignment the Chief shall have the discretion to order either a sergeant or a lieutenant to fill that particular slot.

The employer shall be allowed to disregard seniority if they, in writing post the special skills necessary for a particular overtime assignment. In the event no sergeant voluntarily accepts the overtime assignment then the least senior sergeant eligible and available shall be ordered to fill such assignment.

Section 6.8. Cook County Overtime Ordinance:

As of December 1, 2018, in an effort to protect the employees, patients, detainees, and citizens of Cook County:

No Cook County employee shall be allowed to work more than 20 hours in overtime in any seven-day period with the exception of emergency situations where the Bureau Chief of Elected Official will be required to provide written authorization; and

No Cook County employee shall be allowed to work more than 624 hours (30% of 2080 full-time hours) in overtime with the exception of emergency situations where the Bureau Chief or Elected Official will be required to provide written authorization.

**ARTICLE VII
VACATION**

Section 7.1. Eligibility:

Vacations credit shall be earned each month during which the employee is in an active pay status for at least eighty (80) straight-time hours. The amount of paid vacation will be according to the following schedule:

<u>Years of Service Completed</u>	<u>Accrued Vacation</u>
1	3 weeks
5	4 weeks
10	5 weeks

Employees employed for six (6) months shall be entitled to one (1) week vacation with pay, which shall be deducted from the three (3) weeks' vacation with pay to which they are entitled after one (1) year.

Section 7.2. Eligibility Year:

An employee's vacation eligibility year shall be the twelve (12) month period immediately preceding the anniversary of his most recent date of hire. An employee must take the vacation to which he is entitled as of his most recent anniversary date during the next twenty-four (24) month period following the anniversary date. Vacations may not be carried over beyond such period, and an employee will not be compensated for vacation time not taken. Employees with more that twelve (12) months of service will be permitted to take vacation time off as it is earned.

Section 7.3. Vacation Accrual:

During the employee's first four (4) years of service, vacation credit will accrue at the rate of 1 1/4 days per month (1.16 days per accounting period); during the next five years at the rate of 1-2/3 days per month (1.54 days per accounting period); and thereafter at the rate of 2-1/2 days per month (1.93 days per accounting period). In computing -years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.

Section 7.4. Vacation Pay:

Vacation pay shall include shift differential pay for employees who have been regularly assigned to evening or night shifts for a period of at least one (1) month prior to the time the vacation is taken.

Section 7.5. Vacation Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of employees, and seniority will control in conflicts between employees covered by this Agreement at the time of scheduling vacation periods, except that an employee may not exercise seniority preference for vacation choice more than once in a calendar year unless other employees involved have also previously used such preference.

On February 1 and August 1 of each year, the employer will post a schedule showing the number of employees who will be permitted to be on vacation at any one time during the six months beginning respectively on April 1 and October 1. By March 1 and September 1 respectively, employees will indicate their first, second and third choices for vacation. The department will schedule vacations based on seniority preference and notify covered employees in writing of their approved vacation time no later than ten (10) calendar days prior to April 1 and October 1 respectively. When two (2) week's notice is given, vacation periods may be exchanged by employees when time is available on the posted schedule.

Emergency requests will be granted whenever possible. Other written requests will be approved or denied in writing on a first come basis consistent with numbers of employees who will be permitted to be on vacation at one time; approval or denial will be submitted within fifteen (15) days after the request is made.

Section 7.6. Accrued Benefits at Separation:

Upon termination of employment, the employee shall be paid all vacation, holiday and overtime pay accrued through the last day worked.

Section 7.7. Prior Service Credit:

Any covered employee who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education, or other County Agency, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

ARTICLE VIII HOLIDAYS

Section 8.1. Regular Holidays:

The following are regular holidays:

New Year's Day	Lincoln's Birthday
Presidents' Day	Martin Luther King's Birthday
Memorial Day	Labor Day
Fourth of July	Veterans Day
Columbus Day	Christmas Day
Thanksgiving Day	

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted twelve (12) holidays, or paid days off per year. Holidays will be celebrated on the day on which it actually occurs.

In addition to the holidays listed, an employee shall be credited with one floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee. The floating holiday will be scheduled through written request by the employee to the Department at least two weeks in advance of the anticipated date. In the event of conflicting days requested and in deference to the Department's mission, seniority will control which employee will prevail in any particular situation.

The Department will not unreasonably withhold approval of such requests. Use of the floating holiday is restricted to a full day increment. Should the Employer require an employee to work a pre-approved, scheduled floating holiday, the employee shall be compensated as provided in Section 8.3.

Section 8.2. Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- a. The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.
- b. The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 8.3. Working Holidays:

Because the Employer operates John H. Stroger, Jr. Hospital every day of the year and it is not possible for all employees to be off duty the same day, the Employer has the right at its sole discretion to require any employee to work on any of the holidays listed in Section 8.1. Any employee who works on a holiday shall receive one and one-half times the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay, including shift premium, if applicable, at the same hourly rate.

It is understood that eight (8) hours of holiday time earned may be taken as holiday time off by mutual agreement between the department and the employee. Requests for the use of accrued holiday time off shall not be unreasonably denied. In the case of conflicting requests for the use of holiday time off, seniority shall control. Such time should be used within 90 days of being earned.

Section 8.4. Holidays and Vacations:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional eight (8) hours of either compensable time off or wages representing that eight (8) hours. The employee may make an affirmative election for compensatory time or wages in lieu thereof. However, said compensatory time, if so elected, shall be used within six (6) months of accrual. In addition, if the employee does not make an affirmative election, wages in lieu of compensatory time will be paid.

Section 8.5. Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report.

Section 8.6. Holiday Pay:

Eligible employees who are not scheduled to work a holiday, shall be awarded eight (8) hours of comparable time off in lieu of any actual pay, or may elect to receive actual pay.

Any compensable time off to be taken by the employee at the mutual agreement of the parties, within six (6) months of accrual. In the event of conflicting request for compensable time off, seniority shall control. In the event, the employee does not affirmatively elect either comparable time or wages, within the pay period during which the holiday pay accrues he/she shall be paid wages in lieu of comparable time.

**ARTICLE IX
SICK LEAVE**

Section 9.1. Sick Pay:

An employee shall accumulate sick pay credits at the rate of one (1) day for each month of service in which the employee works or is paid for at least ten (10) working days. Employees may accumulate and carry over to the next fiscal year a maximum of one hundred fifty (150) days.

An employee will not earn sick pay credit while on leave of absence without pay, or during any period the employee is absent from work because of an occupational illness or injury. Employees using sick leave benefit will be paid at the straight time hourly rate, plus shift differential when applicable. Employee's may use his or her accumulated sick pay credits, when that employee is prevented from working because of an illness in the employee's immediate family, and shall be entitled to receive sick pay for each day the employee otherwise would have worked. The employee will provide competent medical evidence of an illness in the employee's immediate family. Employee's immediate family is defined as his or her spouse, children or family members permanently residing with the employee. Sick time is not to be used by employees as vacations or simply to take time off with pay, but employees shall not be disciplined for the bona fide use of sick time.

An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness, and may be required to undergo examination by the facility's or county's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of or proof of illness will not be required except in individual circumstances where the facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health relates absence, examination by a facility physician may be required to make sure the employee is physically fit to return to work.

Employees absent or expected to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days, or FMLA leave, are required to request a leave of absence. Applications for sick leaves or any extensions thereof shall be handled in the manner specified within this agreement and the John H. Stroger, Jr. Hospital Human Resources Department's Rules and Regulations and shall not be denied for periods of bonafide disability.

Employees shall be granted maternity of paternity leave of absence to cover periods of pregnancy and postpartum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the department head.

Section 9.2. Notification of Use of Sick Leave:

An employee using sick leave shall notify the watch commander at least two (2) hours prior to the employee's scheduled shift.

Section 9.3. Medical Leave of Absence:

Covered employees shall be entitled to leaves of absence for medical reasons as set forth in the John H. Stroger, Jr. Hospital Human Resources Rules and Regulations, where applicable.

**ARTICLE X
LEAVES OF ABSENCE**

Section 10.1. Regular Leave:

An employee may apply in accordance with the John H. Stroger, Jr. Hospital Human Resources Rules and Regulations.

Section 10.2. Bereavement Pay:

In the event of death in the immediate family or household, an employee who has completed the probationary period will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Article, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided; however, that such payment shall not exceed four (4) normal days' pay. Employees taking bereavement pay shall, within a reasonable amount of time, present proof of attendance at the services for the deceased and demonstrate the relationship to the decedent.

To qualify for pay as provided herein, the employee must present satisfactory, proof of death, relationship to the deceased and attendance at the funeral.

The Employee shall have to submit one of the following as proof to the Employer for the leave to be compensated for Bereavement Leave: Letter from the Funeral Home Director, Obituary or a Certificate of Death. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by death in the immediate family, bereavement pay as described herein shall be allowed, except the days will not be counted as vacation.

Section 10.3. Jury Duty:

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the Employer shall pay the employee eight (8) hours of pay for each day's service in which the employee would normally have been scheduled to work. The employee shall execute any payment from the jury commission over the County in exchange for the straight day's pay. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

Section 10.4. Election Day:

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 10.5. Family Medical Leave Act:

An employee is entitled to a leave of absence under Family and Medical Leave if she/he has been employed at least twelve (12) months by the County and has worked at least 1,250 hours during the previous twelve (12) month period. Under Family and Medical Leave, eligible employees are entitled to take up to a total of twelve (12) weeks of leave in a rolling twelve (12) month time period for:

- A. The birth of a child;
- B. Placement of a child with the employee for adoption or foster care;
- C. The care of an employee's spouse, son, daughter, or parent, who has a serious health condition; and
- D. Qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

While an employee is on Family and Medical Leave, the County shall continue to pay its share of the employee's health insurance premium, and the employee is responsible for paying his/her applicable contribution. All terms in this section are used in accordance with the County's Family and Medical Leave Act ("FMLA") policy. Employees must first use accrued sick time as part of their Family and Medical Leave.

To the extent that the employee is using accrued benefit time, the Family and Medical Leave is paid; otherwise, it is not.

Section 10.6. Seniority on Leave:

An employee on an approved leave of absence shall retain but not accrue seniority. The employee should not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service.

An employee returning from a leave of absence under this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority, subject to applicable Federal or State laws.

Section 10.7. Retention of Benefits:

An employee will not earn sick pay or vacation credits while on leave of absence, except when absent from work because of an occupational illness or injury. An employee on leave of absence except for injured on duty (IOD) leave, maternity leave, or paternity leave or other leave as authorized by FMLA, will be required to pay the cost of the insurance benefits provided in Article XI in order to keep these benefits in full force and effect during the period of leave. Arrangements for payment of such costs through normal deductions or otherwise must be made with the Hospital's Payroll Office prior to departure on the leave.

For the failure to make such arrangements, the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.8. Union Leave:

Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) working days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in this Collective Bargaining Agreement.

Section 10.9. Military Leave:

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or code, or Cook County Ordinance or Resolution.

Section 10.10. Education Seminars Tuition Reimbursement and Educational Leave Time:

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

The County encourages its Sergeants to improve and upgrade their skills through participation in job-related courses at local colleges, universities, and training centers. Tuition for approved courses will be reimbursed by the County, provided the officer meets the following requirements

- A. The Sergeant is a full-time employee of the Department and has completed his/her qualification period.
- B. The educational or training courses are job-related and the officer has requested and received prior approval from the Director of the Department before enrollment.
- C. The Employee attends an accredited school or acceptable training center.
- D. The Employee remains employed with the County for six (6) months after the course reimbursement. Should the Employee, for any reason, terminate before the conclusion of the six (6) month service, the County will be reimbursed on a pro rata basis.

Item	12/1/15
Classic Blue	Eliminate
HMO OOP Maximum	\$1,600/\$3,200
HMO Accident/llness	\$15
HMO Urgent Care	\$15
HMO Specialists	\$20
1--mo ER	\$75
PPO Deductible	\$350/\$700
PPO OOP Maximum	\$1,600/\$3,200
PPO Accident/llness	90% after \$25
PPO Specialist	90% after \$35
PPO ER	\$75
RX	\$15/30/50
Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	Additional 1 percent of salary aggregate increase (.50 percent increase on 12/1/15 and .50 Percent increase on 12/1/16)

Section 11.2. Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as a result thereof for no more than five (5) consecutive work days, may be allowed to use accrued sick leave for their days off; however, they shall not be permitted to apply for such sick leave until they have returned to work. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing his/her duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date his/her salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, provided they are in no-pay status at that date. If an employee receives accrued salary beyond the 31st day then disability payment will not begin until the 1st day the employee is in no-pay status after the 30 days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. A disabled employee is not required to be hospitalized at any institution operated by the County except as so ordered by the Industrial Commission. Since the County is responsible for the benefits payable in respect to duty disability due to occupational illness or injury, the County may monitor the medical services provided for an employee disabled due to occupational illness or injury. Disability benefits paid by the Annuity and Benefit Fund are subject to statutory limits.

Section 11.3. Life Insurance:

All covered employees shall be provided with life insurance, at the employer's expense, in an amount equal to the employee's annual salary. Employees shall be eligible to purchase additional life insurance, at the applicable group rate, in an amount equal to the employee's annual salary.

Section 11.4 Pension Plan

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement and all employees of the County are required to become members of that Fund. The Fund will continue to provide employees with annual statements of their interests therein.

Section 11.5. Flexible Benefits Plan:

All covered employees shall be eligible to participate, at no cost to them, in any flexible benefits plan established by the County. Any such plan shall include segregated IRS accounts for child care and medical expenses.

ARTICLE XII SENIORITY

Section 12.1. Probationary Period:

An Employee who has been promoted to the position of Sergeant may be returned to his/her former job within six (6) months of said promotion, if the Employee does not demonstrate the ability and fitness to satisfactorily perform the job to which he/she has been promoted.

Any such demotion shall be subject to the grievance procedure. Upon completion of the probationary period, the Employee's seniority shall be computed as of the date of most recent hire.

Section 12.2. Transfer, Layoff and Recall:

In cases of transfer, employees shall have first preference in order of their seniority, as hereinafter provided, provided that the employee has the ability and fitness to perform the required work. In cases of layoff or recall for a period in excess of five (5) calendar days, employees shall be laid off in inverse order of seniority and recalled in order of seniority; provided, however, that the County may retain a less senior employee if there is no employee with greater seniority who has the ability and fitness to perform the required work. The employer shall not hire any new employees prior to the recall of current employees who have been laid off. The affected employees and the local Union shall be given notice thereof at least fifteen (15) days prior to the effective date.

All of the foregoing is conditioned upon the employee's ability and fitness to perform the job. Employees on layoff status shall retain health and dental insurance coverage for a period of two (2) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

Section 12.3. Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit, shall upon return to the represented unit be granted the seniority he/she would have had the employee continued to work in the classification from which promoted or transferred out of the unit.

Section 12.4. Seniority List:

Upon request the County will furnish the Chapter a list showing the name, address, classification and last hiring date of each employee. The County shall post a similar list without employee addresses. Within (30) calendar days after the date of posting and employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct. The County and the Chapter agree that no changes of any sort in original hiring dates as enumerated in the original list provided bi-annually will be permitted.

Section 12.5. Definition of Seniority:

After the date of this Agreement, for purposes of this article, seniority is defined as employee's length of most recent continuous employment with the Department since his/her last hiring date as a full-time employee. Provided, however, that the County wide service date for benefit accrual will not be affected by this section.

**ARTICLE XIII
WAGES AND COMPENSATION**

Section 13.1. Wage Schedule:

Employees shall be compensated in accordance with the wage schedules attached to this Agreement, as Appendix "A".

Section 13.2. Shift Differential:

A Sergeant assigned to work after 3:00 p.m. to 7:00 a.m. (i.e. 1500 hours to 0700 hours) shall receive a differential increase of one dollar twenty-five cents (\$1.25) per hour in addition to their regular hourly rate of pay, effective upon ratification of the County Board.

Section 13.3. Payback Structure:

The parties agree that if at any time any member of this Collective Bargaining Agreement is overcompensated for any reason, the member shall be entitled to structure a payment plan in writing with the Employer, to payback what owed compensation. If an agreement cannot be reached between the member and the employer, the employer (upon providing notice to the member) shall be allowed to deduct what is owed at a percentage of no more than ten (10%) percent of the net salary received over two (2) biweekly pay periods per month until paid.

**ARTICLE XIV
DISCIPLINE**

Section 14.1. Progressive Discipline:

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action shall include the following:

- A. Verbal reprimand (Notice to be given in writing)
- B. Written reprimand (Notice to be given in writing)
- C. Suspension (Notice to be given in writing)
- D. D. Discharge (Notice to be given in writing)

No employee shall be transferred or detailed for punitive reasons. Disciplinary action as set forth above may only be imposed upon an employee for just cause.

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 14.2. Discipline Procedure:

After the issuance of a verbal or written reprimand, the Employer shall meet with the employee and Union representative, if requested, for the purpose of advising the employee of the charges and reasons for the disciplinary action.

Employees who are to be or may be discharged or suspended for a period of more than thirty (30) days shall be subject to the provisions of this agreement and the County's rules and regulations on disciplinary action. Said employees are entitled to Union representation in any disciplinary proceedings consistent with the said procedures. Suspensions of thirty (30) days or less, written reprimands and verbal reprimands shall be applicable pursuant to Article V of this Agreement (Grievance Procedure).

Section 14.3. Uniform Peace Officer's Disciplinary Act:

The parties incorporate by reference all provisions of the Uniform Peace Officer's Disciplinary Act (Illinois Compiled Statutes 50 ILCS 725/1 et seq and as modified).

In the event that an employee is called to an interview with the Department management in which the employee reasonably believes that he/she may be subject to disciplinary action, that employee shall have the right to obtain Union representation to be present at the interview, if the employee so desires.

Section 14.4. Pre-disciplinary Meeting:

There shall be a pre-disciplinary meeting for suspensions and discharges.

The Employer shall notify the Union and the employee of a pre-disciplinary meeting and the reason for same and identify any witness whose testimony will be relied upon. During the pre-suspension meeting, the employee and/or the Union representative shall be given an opportunity to rebut or clarify the charges which gave rise to the pre-disciplinary meeting.

**ARTICLE XV
TRAINING**

Section 15.1. Training in General:

All covered employees assigned to training shall be given adequate notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for Sergeants covered herein, said Sergeants shall be given as much notice as possible as the Employer receives notice from the training facilities.

Voluntary assignment to approved training programs will be done by seniority if a number of officers express an interest in attending. The Director of the Department retains the right to order the particular employee to attend training if the Director feels it is in the best interest of the Department.

Section 15.2 Range Practice:

The County will continue to provide all full-time employees covered by this Agreement access to a pistol range for target practice and supplies as per past practice.

**ARTICLE XVI
UNIFORM ALLOWANCE**

Section 16.1. Uniform Allowance and Equipment:

The Parties have agreed that the Uniform Allowance will be as follows during the term of this Agreement:

Effective December 1, 2018 - \$800

Upon retirement, or separation from employment for other than just cause, the employee may be required to repay up to seventy-five percent (75%) the uniform allowance, by dividing the allowance by twelve (12) months. If the employee has served in a pay status for a minimum of six (6) months of the fiscal year, no repayment shall be required.

The Employer agrees to compensate employees for lost and/or damaged equipment and personal items affected in the course of that employee's professional duties in the same fashion and amounts as per the practice of the County of Cook.

The Employer will not change the style of accessories of uniforms currently required of employees covered by this agreement during the time in which this Collective Bargaining Agreement is in effect.

Section 16.2 Safety Equipment:

The County will ensure that safety equipment and services meet the applicable requirements outlined by regulatory bodies such as OSHA, EPA, NIOSH, and NFPA.

**ARTICLE XVII
MISCELLANEOUS PROVISIONS**

Section 17.1. Ratification and Amendment:

This Agreement shall become effective when ratified by the Union and approved by the County Board of Commissioners, and when signed by authorized representatives thereof. This Agreement may be amended or modified during its term only with mutual written consent of both parties.

Section 17.2. Safety:

The County shall endeavor to provide a safe and healthful work environment for all employees, including maintaining dependable equipment in working order. The County agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed.

The County and the Union are committed to taking reasonable, necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the County agrees as follows:

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.
2. To make professional medical counseling available to any employee who reasonably believes that she/he has become infected with TB, HIV or Hepatitis B or C during the course of his/her employment. The County shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis Vaccine, Hepatitis or TB screening test vaccine at no cost to the employee.

Section 17.3. Department Rules and Regulations:

A copy of the Department's general orders will be issued to each sworn member following approval of the bargaining agreement. Any directives, special orders, special watch attentions, or other information and/or notices will be posted in a Department Notice Book which shall be available for review. Such posting shall constitute actual notice for personnel, and all personnel shall be responsible for checking the Notice Book.

The policies, rules and regulations of the Public Safety Department shall be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violations of this clause.

Section 17.4. Outside Employment:

Employees desiring to engage in outside employment must give notice in writing to the Director of the Department. The following general guidelines shall apply to all outside employment.

- A. Any employee working for another police agency in the capacity of a sworn officer must obtain a hold harmless agreement indemnifying the Employer and the Board.
- B. Employees shall not wear or utilize any of the uniform provided by the Employer during the course of any outside employment.
- C. The employee shall comply with county-wide rules regarding outside employment.

Section 17.5. Contracting and Subcontracting of Work:

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant. Where feasible, the County will advise the Union at least two (2) months, in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other law enforcement positions within the County of Cook.

Section 17.6. Travel and Meeting Expense Allowances:

County employees, with the prior permission of their Department Head, or his/her designee, may use private vehicles for County business and shall do so in accordance with the Cook County Vehicle Policy Ordinance.

Section 17.7. No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, -disability national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a human right ordinance which will be complied with.

It is the policy of the County of Cook that applicants for employment are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

Applicants are to be recruited, selected, and hired without discrimination because of race, color religion, national origin, political belief, sex, age, disability, or marital Status.

Section 17.8. Light Duty:

Employees may be assigned light duty for a reasonable amount of time at the discretion of Director of the Department, and if he/she is capable of performing the duties of that position and further, that he/she has received a medical clearance to return to full duty within a reasonable amount of time.

Section 17.9. Bulletin Boards:

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Hospital Director/Designee for approval and posting. Such approval shall not be unreasonably denied or withheld.

Section 17.10. Meeting Rooms:

The County agrees to make available conference and meeting rooms for Union meetings upon notification by a Union representative, unless to do so would interfere with the operating needs of the County.

Section 17.11. Residency:

Beginning with the date this agreement is approved by the County Board, every employee newly hired into the bargaining unit must be a resident of Cook County when hired, or must establish residence within Cook County not less than (6) six months after being hired, and thereafter must continuously remain a resident of Cook County for as long as he/she remains an employee. Employees hired prior to the implementation date shall not be subject to any residency requirements.

Section 17.12. Orientation:

An important part of each employee's tenure with the County is an understanding of the CBA and the role of the Union in the employment setting. The County shall notify the Union of the date and time of the Orientation and grant the union thirty (30) minutes of the orientation of new employees to present the benefits of union membership at which time the union may give employees a copy of this Agreement. The County will encourage new employees to attend.

Section 17.13. D.R.I.V.E:

The Employer agrees to deduct from the pay of those unit employees who individually request it voluntary contributes to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designed by each contributing unit employee that are to be deducted from the unit employee's paycheck on each payday, provided that all unit employees contribute in the same amount. The Employer shall transmit such deductions to the D.R.I.V.E. National Headquarters (D.R.I.V.E., International Brotherhood of Teamsters 25 Louisiana Avenue, NW, Washington D.C. 20001) on a monthly basis along with the name of each unit employee on whose behalf a deduction is made, the unit employee's social security number and amount deducted from the unit employee's paycheck.

Section 17.14. Recording/GPS/AVL Devices:

In order to ensure the safety of Cook County employees and to promote efficiency and economy of operations, the County may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment. The purpose of the recording medium, GPS, or AVL is to ensure the safe and efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording, GPS, or AVL may be used in support of discipline.

Section 17.15. Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall be required to use accumulated paid time off ("PTO"), including sick, vacation, compensatory, personal and floating holidays prior to going on any unpaid leave, including leave pursuant to the Family and Medical Leave Act ("FMLA").

Section 17.16. Printing Collective Bargaining Unit Contracts:

Cook County will make an executed version of the collective bargaining agreement available on the www.cookcountygov.com website in printable format.

ARTICLE XVIII NO STRIKE/NO LOCKOUT

Section 18.1. No Strike:

During the life of this agreement or any extension thereof, the Union or any of its officers, agents, or representatives shall not directly or indirectly instigate, promote, cause, participate in or recognize nor authorize employees to instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, slowdown, interruption of work, picket line, secondary boycott, or other interference of any kind with operations. The Union shall fully support the Employer in maintaining operations. The Union acknowledges the Employer has the right to seek injunctive relief in the event the Employer feels the Union has violated this Article.

Section 18.2. Discipline of Violators:

Employees shall not instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, interruption of work, picket line, secondary boycott, or other interference of any kind with operations whatsoever with or without the authority or support of the Union, any of its officers, agents, representatives, members. Any employee who violates this Article may be subject to discipline, up to and including discharge. In the event an employee is in violation of this Article, any benefits as outlined elsewhere in this agreement shall be suspended during the course of the strike or work stoppage, and the employee shall not be entitled to any accrual thereof during the period of any such strike or work stoppage.

Section 18.3. Union Responsibility:

Should any activity prescribed in Section 18.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the County in writing that such action has not been caused or sanctioned by the Union.
- C. Notify the employee stating that it disapproves of such action and instructing all Employees to cease such action and return to work immediately,
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with the reasonable requests of County to accomplish this end.

Section 18.4. No Lock Out:

In consideration of the foregoing, the Employer agrees that during the term of this agreement, it will not cause or participate in a lockout of bargaining unit employees.

The County shall have the right to discharge or otherwise discipline any or all Employees who violate any of the provisions of this Article. In such event, the Employee or Employees, or the Union in their behalf, shall have no recourse to the grievance procedure except for the sole purpose of determining whether an Employee or Employees participated in the action prohibited by this Article. If it is determined that an Employee did so participate, the disciplinary action taken by the County may not be disturbed.

Section 18.5. Reservation of Rights:

In the event of any violation of this article by the Union or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedures provided in this Agreement be first exhausted.

**ARTICLE XIX
SAVINGS CLAUSE**

Section 19.1. Savings Clause:

In the event any of the provisions of this Agreement shall be or become invalid and unenforceable, by reason of any federal or state law now existing or hereinafter, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 19.2. Impasse Resolution:

The resolution of any bargaining impasses shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (ch.48 - 1614) or as may otherwise be mutually agreed.

**ARTICLE XX
ENTIRE AGREEMENT**

Section 20.1. Entire Agreement:

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

The Agreement shall not supersede applicable Federal and State laws.

ARTICLE XXI TERMINATION

Section 21.1. Termination:

This Agreement shall be effective as of the date of its execution, and remain in force and effect until November 30, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement.

The notice shall be considered as given as of the date shown on the post mark, or the date of hand deliver in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date.

Executed this _____ day of _____, 2018 after ratification by the Union's membership and after receiving official approval by the County Executive and the Board of the Employer.

COUNTY OF COOK:

BY:

Toni Preckwinkle

TONI PRECKWINKLE, President
Cook County Board of Commissioners

ATTEST:

David Orr

DAVID D. ORR
Cook County Clerk

UNION:

Teamster Local 700

Becky J. Johnson

Michael A. Pehl

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

NOV 14 2018

Appendix A
Pay Schedules

\$1,200 BONUS to be paid 30 days of ratification of the CBA by the County Board of Commissioners, in a separate check.

Effective December 1, 2018, the entry rate for all job classifications shall be reduced by 10%.

Effective December 1, 2018 there will be a step freeze.

Effective the first full pay period on or after June 1, 2019 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after June 1, 2020 the pay rates for all classifications shall be increased 2.00%

**SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
STROGER HOSPITAL SERGEANTS - HOSPITAL OFFICERS
TEAMSTERS 700**

						After 1 Year at Maximum Rate & 5 Years Service Year at 1st Longevity Rate & 10 Years Service Year at 2nd Longevity Rate & 15 Years Service Year at 3rd Longevity Rate & 20 Years Service					
<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
HS2	Hourly	20.007	22.230	23.370	24.456	25.687	26.906	28.295	29.423	30.595	30.894
	Bi-Weekly	1,600.56	1,778.40	1,869.60	1,956.48	2,054.96	2,152.48	2,263.60	2,353.84	2,447.60	2,471.52
	Annual	41,615	46,238	48,609	50,868	53,428	55,964	58,853	61,199	63,637	64,259
HS3	Hourly	23.118	25.687	26.906	28.182	29.527	30.955	32.566	33.867	35.222	36.279
	Bi-Weekly	1,849.44	2,054.96	2,152.48	2,254.56	2,362.16	2,476.40	2,605.28	2,709.36	2,817.76	2,902.32
	Annual	48,085	53,428	55,964	58,618	61,416	64,386	67,737	70,443	73,261	75,460

**SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
STROGER HOSPITAL SERGEANTS - HOSPITAL OFFICERS
TEAMSTERS 700**

		After 1 Year at Maximum Rate & 5 Years Service				Year at 1st Longevity Rate & 10 Years Service		Year at 2nd Longevity Rate & 15 Years Service		Year at 3rd Longevity Rate & 20 Years Service	
<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
HS2	Hourly	20.407	22.675	23.837	24.945	26.201	27.444	28.861	30.011	31.207	31.512
	Bi-Weekly	1,600.56	1,814.00	1,906.96	1,995.60	2,096.08	2,195.52	2,308.88	2,400.88	2,496.56	2,520.96
	Annual	41,615	47,164	49,580	51,885	54,498	57,083	60,030	62,422	64,910	65,544
HS3	Hourly	23.580	26.201	27.444	28.746	30.118	31.574	33.217	34.544	35.926	37.005
	Bi-Weekly	1,849.44	2,096.08	2,195.52	2,299.68	2,409.44	2,525.92	2,657.36	2,763.52	2,874.08	2,960.40
	Annual	48,085	54,498	57,083	59,791	62,645	65,673	69,091	71,851	74,726	76,970

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
STROGER HOSPITAL SERGEANTS - HOSPITAL OFFICERS
TEAMSTERS 700

		<div> <div>After 1 Year at Maximum Rate & 5 Years Service</div> <div>Year at 1st Longevity Rate & 10 Years Service</div> <div>Year at 2nd Longevity Rate & 15 Years Service</div> <div>Year at 3rd Longevity Rate & 20 Years Service</div> </div>									
<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
HS2	Hourly	20.815	23.129	24.314	25.444	26.725	27.993	29.438	30.611	31.831	32.142
	Bi-Weekly	1,600.56	1,850.32	1,945.12	2,035.52	2,138.00	2,239.44	2,355.04	2,448.88	2,546.48	2,571.36
	Annual	41,615	48,108	50,573	52,923	55,588	58,225	61,231	63,670	66,208	66,855
HS3	Hourly	24.052	26.725	27.993	29.321	30.720	32.205	33.881	35.234	36.645	37.745
	Bi-Weekly	1,849.44	2,138.00	2,239.44	2,345.68	2,457.60	2,576.40	2,710.48	2,818.72	2,931.60	3,019.60
	Annual	48,085	55,588	58,225	60,987	63,897	66,986	70,472	73,286	76,221	78,509

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

Cook County Benefit Overview

HMO(s)	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$75 copay

PPO	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 / \$700 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600/\$3,200 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)

<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Specialists</i>	90% coinsurance after \$35 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% in network 60% Out of network	90% in network 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after	90% coinsurance after

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

	\$25 copay / 60% Out of network	\$25 copay / 60% Out of network
<i>Emergency Room – In / Out of Network</i>	\$75 copay	\$75 copay

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

Cook County Benefit Overview (Cont.)

Drug	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Prescription Drugs – Retail</i>	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	PBM's generic step therapy program	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

Vision	Current - Benefits Effective 12/1/2015
<i>Eye Examination</i>	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months

**Either eyeglass lenses OR contact lenses are covered every 12 months*

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

Cook County Benefit Overview (Cont.)

Dental – HMO	Current – Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

Dental – PPO	Current - Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)

Cook County Benefit Overview (Cont.)

Employee Contributions – As a Percentage of Salary (Pre-Tax)

Blue Advantage HMO	Current Effective 12/1/2016
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

PPO	Current Effective 12/1/2016
Employee Only	2.50%
Employee + Spouse	3.00%
Employee + Child(ren)	2.75%
Employee + Family	3.25%

Dental	Current Effective 12/1/2016
HMO	\$0
PPO	\$0

Vision	Current Effective
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**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

	12/1/2016
Vision Plan	\$0